

## APPENDIX C

### DECLARATION OF RESTRICTIONS

#### KENNECOTT SUBDIVISION

THIS DECLARATION made and dated this 15<sup>th</sup> DAY OF September 1976, by THE GREAT KENNICOTT LAND COMPANY, an Alaska Limited Partnership, hereinafter referred to as "Declarant".

WHEREAS, said Declarant is the owner of a certain tract of land situate in the State of Alaska described as follows:

KENNICOTT MILL SITE UNIT  
KENNICOTT SUBDIVISION  
PLAT # 76-12 CHITINA RECORDING DISTRICT  
THIRD JUDICIAL DISTRICT, STATE OF ALASKA

AND, WHEREAS, said Declarant is about to convey said property, which it desires to subject to certain restrictions, conditions, covenants and agreements between itself and the grantees of said property, as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties and any part thereof, and shall inure to the benefit of each owner thereof.

1. Land Use and Building Type. No lot shall be used except for residential purposes unless otherwise approved by the Architectural Control Committee. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and a private garage for not more than two (2) cars. Storage buildings and warehouses not exceeding 1,000 square feet in size may also be constructed as long as the construction and appearance is in conformity with the residential structure. No building regardless of condition shall be removed or dismantled without the express written permission of the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location

of this structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations.

3. Building Locations. No building shall be located on any lot nearer than twenty (20) feet to the rear lot line and no building shall be located nearer than ten (10) feet to any interior lot line. No sewage disposal system shall be located nearer than one hundred (100) feet to any watercourse or at such greater distance as specified by any governmental authority. For the purposes of this covenant, eaves, steps, and open porches, shall not be considered a part of a building, provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

4. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and within all road easements. Within these easements, no structure, planting or other materials shall be placed or permitted which any damage or interfere with the installation and maintenance of utilities.

5. Lot Area and Width. The area of the lots shall not be reduced in size by resubdivision, except that the owners of three (3) contiguous lots may divide the inner or the middle lot, thus increasing the size of the two (2) remaining lots which shall then be treated for all purposes pertinent to these covenants as enlarged single lots. All resubdivisions shall be submitted to the Architectural Control Committee.

6. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

7. Nuisances. No noxious or offensive activities shall be carried on within the lots, nor anything be done thereon which may be or may become an annoyance to the other lot owners. No owner shall permit or cause anything to be done or kept upon the lots which will obstruct or interfere with the rights of the owners, nor will any owner commit or permit any nuisance on the premises, or commit or cause any illegal act to be committed thereon. Each owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy use of the residence.

8. Vehicles: No vehicle which shall be in an inoperative condition shall be parked or left on the property. Recreational vehicles may be parked only on the lot of the owner.

9. Signs. No signs, posters, displays, or other advertising devices of any character shall be erected or maintained on, or shown or displayed from the residences or

lots without prior written approval having been obtained from the Architectural Control Committee; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice of customary and reasonable dimension which states that the premises are for rent or sale. Address, identification signs and mailboxes may be maintained by the owner. The Architectural Control Committee may summarily cause all unauthorized signs to be removed and destroyed. This section shall not apply to any signs used by Declarant or its agents in sale of the property.

10. Pet Regulations. No animals, livestock, or poultry shall be kept on any lot except for domestic dogs, cats, or other household pets provided they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall be deemed to limit the number of dogs, cats and domestic pets to three (3). The Architectural Control Committee shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Architectural Control Committee, a nuisance to any other owner.

11. Temporary Structures. No Temporary structure, boat, truck, trailer, camper or recreational vehicle of any kind shall be used as a permanent living area; however, trailers or temporary structures for use incidental to the initial construction of the improvements on the property may be maintained thereon, but shall be removed within a reasonable time upon completion of construction of the project.

12. Rubbish Removal. Thrash, garbage, or other waste shall be disposed of only by depositing same, wrapped in a secure package, into designated trash containers. No portion of the property shall be used for the storage of building materials, refuse or any other materials other than in connection with approved construction and only until said construction is completed. There shall be no exterior fires whatsoever except those contained within receptacles therefor.

13. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and regulations of the appropriate governmental authorities and the Architectural Control Committee.

14. Timber. No standing timber shall be cut except that which is necessary and reasonable for clearing for dwellings or other buildings or that which is necessary and reasonable to remove hazardous and dangerous timber or for the clearing of roadways on any lot.

15. Architectural Control Committee. The Architectural Control Committee shall initially be composed of three (3) persons as designated by Declarant. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have the authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for the services performed pursuant to these covenants. Declarant shall retain the right to appoint or replace

members of the Architectural Control Committee until three (3) years after the date of the recording of this Declaration or when seventy-five percent (75%) of the lots in the subdivision have been conveyed by Declarant, whichever shall first occur, provided that Declarant may, or at its sole option, release this right by written notice thereof prior to the end of such period.

16. Approval and conformity of Plans. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration in any such structure be made:

a) Until there have been approved by the Architectural Control Committee plans and specifications showing the nature, kind, shape, height, materials, exterior color, appearance and locations of such structure. Before granting such approval, the Architectural Control Committee shall have, in its reasonable judgement, determined that the plans and specifications conform to such architectural standards, if any, as may from time to time be adopted by the Architectural Control Committee and provide for a structure which is in harmony as to external design and location with surrounding structures and topography; and

b) Which are not constructed in accordance with such approved plans and specifications.

Such plans and specifications are not approved for engineering design, and, by approving such plans and specifications, neither the Architectural Control Committee, the members thereof, nor Declarant assumes liability or reasonability therefor or for any defect in any structure constructed from such plans and specifications. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, such plans and specifications will be deemed approved.

17. Term. All of the restrictions, conditions, covenants and agreements shall affect all of the lots as hereinabove set forth and are made for the direct and reciprocal benefit thereof, and in furtherance of a general plan for the improvement of said tract, and the convenience shall attach to and run with the land. Said restrictions, conditions and covenants shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then record owners of lots has been recorded, agreeing to change said covenants in whole or in part.

18. Enforcement. If any lot owner or their successors shall violate or attempt to violate any of the covenants herein during the period for which they are enforced, it shall be lawful for any person owning any real property subject thereto to prosecute any proceedings at law or in equity against the person or persons, violating or attempting to violate any such convenience, and prevent him or them from so doing or to recover damages for such violation.

19. Subordination. It is further provided that any breach of these conditions or any action or proceeding undertaken by reason thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the said premises or any part thereof; provided, however, that these covenants and conditions shall be binding upon and effective against any owner of the said premises whose title thereto is acquired by foreclosure, trustee sale or otherwise.

20. Severability. Invalidation of any one or more of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Signed September 29, 1976

